

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc., et al., Debtors.

Case No. 08-13555 (JMP)
(Jointly Administered)

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Monarch Capital Master Partners II LP Name of Transferee	JPMorgan Chase Bank, N.A. Name of Transferor
Name and Address where notices to transferee should be sent: Monarch Capital Master Partners II LP c/o Monarch Alternative Capital LP 535 Madison Avenue, Floor 26 New York, NY 10022 Attn: Michael Gillin Phone: (212) 554-1743 Fax: 1-(866)-741-3564 Email: michael.gillin@monarchlp.com; fundops@monarchlp.com	Court Claim # (if known): <u>50497</u> Total Amount of Claim as Filed: <u>\$79,736,072.00</u> Amount of Claim as Filed with respect to ISIN <u>XS0210715289: \$70,796,178.00</u> Amount of Claim Transferred with respect to ISIN <u>XS0210715289: \$1,362,118.46 (or 1.924% of the above Amount of Claim as Filed)</u> Amount of Claim as Allowed pursuant to the Notice of Proposed Allowed Claim Amount with respect to ISIN <u>XS0210715289: \$70,955,288.57</u> Amount of Claim Transferred with respect to ISIN <u>XS0210715289: \$1,365,179.75 (or 1.924% of the above Amount of Claim as Allowed)</u> Date Claim Filed: <u>10/28/2009</u> Debtor: <u>Lehman Brothers Holdings Inc.</u> Name and Address of Transferor: c/o J.P. Morgan Securities LLC Mail Code: NY1-M138 383 Madison Avenue – Floor 37 New York, New York 10179 ATTN: Jeffrey L. Panzo Jeffrey.L.Panzo@jpmorgan.com Tel: 212-834-5857

****PLEASE SEE ATTACHED DOCUMENTS****

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

MONARCH CAPITAL MASTER PARTNERS II LP

By: Monarch Alternative Capital LP
Its: Advisor

Christopher Santana
Managing Principal

By:

Name of Transferee/Transferee's Agent

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Date: March 1, 2012

Exhibit A

Evidence of Transfer from Transferor to Transferee

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **JPMorgan Chase Bank, N.A.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to those certain purchasers set forth on Schedule 1 attached hereto (each an "Individual Purchaser"), and each Individual Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage/nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 50497 filed by or on behalf of **Agricultural Bank of Greece** ("Predecessor") (the "Proof of Claim") against **Lehman Brothers Holdings, Inc.**, debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

Predecessor transferred the Transferred Claims to Seller as evidenced at docket No. 25872 in the Proceedings.

2. Seller hereby represents and warrants to each Individual Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes any Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result any Individual Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) the Transferred Claims and Purchased Security are not subject to or bound by a Plan Support Agreement (as such term is defined in the Third Amended Joint Chapter 11 Plan of **Lehman Brothers Holdings Inc.** and Its Affiliated Debtors dated as of August 31, 2011) and (h) Seller has delivered to each Individual Purchaser all notices that have been delivered to Seller by any party with respect to the Transferred Claims, including without limitation, that certain Notice of Proposed Allowed Claim Amount, dated August 24, 2011 (the "Notice"), and (i) Seller did not deliver a Response (as defined in the Notice) with respect to the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the respective Transferred Claims to each Individual Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by each Individual Purchaser for all purposes in the case, including, without limitation, for

voting and distribution purposes with respect to the applicable portion of the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to each Individual Purchaser the Transferred Claims, recognizing each Individual Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claims be delivered or made to each Individual Purchaser, in each case with respect to the applicable portion of the Transferred Claims.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Each Individual Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold each Individual Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions, proceeds or notices received by Seller in respect of the Transferred Claims to each Individual Purchaser, as applicable. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to each Individual Purchaser the applicable portion of each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as each Individual Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and each Individual Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and each Individual Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and each Individual Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

8. For the avoidance of doubt, the Seller and each Individual Purchaser acknowledge and understand that each Individual Purchaser is executing this agreement solely in its individual capacity with respect to its Purchased Claim, and that all obligations and/or liabilities of an Individual Purchaser hereunder with are enforceable solely against such Individual Purchaser and such Individual Purchaser's assets. The agreements made by each Individual Purchaser hereunder and all obligations and liabilities of each Individual Purchaser shall be several (and not joint and several) in accordance with each Individual Purchaser's respective Purchased Claim.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 1 day of March, 2012.

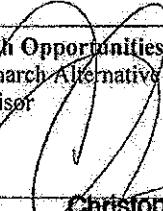
JPMorgan Chase Bank, N.A.

By: 
Name: Peter Schnepe
Title: Authorized Signatory

Address
c/o Susan McNamara
JPMorgan Legal Department
Mail Code: NY1-A436
One Chase Manhattan Plaza – Floor 26
New York, New York 10005-1401

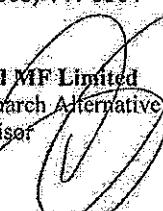
Monarch Opportunities Master Fund Ltd

By: Monarch Alternative Capital LP
Its: Advisor

By: 
Name: Christopher Santana
Title: Managing Principal

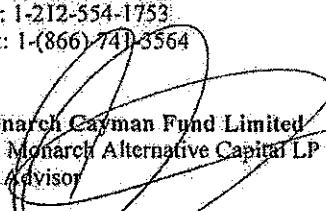
Address
Monarch Opportunities Master Fund Ltd
c/o Monarch Alternative Capital LP
535 Madison Avenue, Floor 26
New York, NY 10022
ATTN: Michael Gillin
E-Mail: Michael.Gillin@monarchlp.com;
fundops@monarchlp.com
Tel: 1-212-554-1753
Fax: 1-(866)-741-3564

Oxford MF Limited
By: Monarch Alternative Capital LP
Its: Advisor

By: 
Name: Christopher Santana
Title: Managing Principal

Address
Oxford MF Limited
c/o Monarch Alternative Capital LP
535 Madison Avenue, Floor 26
New York, NY 10022
ATTN: Michael Gillin
E-Mail: Michael.Gillin@monarchlp.com;
fundops@monarchlp.com
Tel: 1-212-554-1753
Fax: 1-(866)-741-3564

Monarch Cayman Fund Limited
By: Monarch Alternative Capital LP
Its: Advisor

By: 
Name: Christopher Santana
Title: Managing Principal

Address
Monarch Cayman Fund Limited
c/o Monarch Alternative Capital LP

535 Madison Avenue, Floor 26
New York, NY 10022

ATTN: Michael Gillin
E-Mail: Michael.Gillin@monarchlp.com;
fundops@monarchlp.com
Tel: 1-212-554-1753
Fax: 1-(866)-741-3564

Monarch Capital Master Partners II-A LP
By: Monarch Alternative Capital LP
Its: Advisor

By: _____
Name: _____
Title: **Christopher Santana**
Managing Principal

Address:
Monarch Capital Master Partners II-A LP
c/o Monarch Alternative Capital LP
535 Madison Avenue, Floor 26
New York, NY 10022
ATTN: Michael Gillin
E-Mail: Michael.Gillin@monarchlp.com;
fundops@monarchlp.com.
Tel: 1-212-554-1753
Fax: 1-(866)-741-3864

Monarch Capital Master Partners II LP
By: Monarch Alternative Capital LP
Its: Advisor

By: _____
Name: _____
Title: **Christopher Santana**
Managing Principal

Address:
Monarch Capital Master Partners II LP
c/o Monarch Alternative Capital LP
535 Madison Avenue, Floor 26
New York, NY 10022
ATTN: Michael Gillin
E-Mail: Michael.Gillin@monarchlp.com;
fundops@monarchlp.com.
Tel: 1-212-554-1753
Fax: 1-(866)-741-3864

P Monarch Recovery Ltd
By: Monarch Alternative Capital LP
Its: Advisor

By: _____
Name: **Christopher Santana**
Title: **Managing Principal**

Address
P Monarch Recovery Ltd
c/o Monarch Alternative Capital LP
535 Madison Avenue, Floor 26

New York, NY 10022

ATTN: Michael Gillin

E-Mail: Michael.Gillin@monarchlp.com;

fundops@monarchlp.com

Tel: 1-212-554-1753

Fax: 1-(866)-741-3564

Monarch Research Alpha Master Fund Ltd

By: Monarch Alternative Capital LP

Its: Advisor

By:

Name: Christopher Santana

Title: Managing Principal

Address:

Monarch Research Alpha Master Fund Ltd

c/o Monarch Alternative Capital LP

535 Madison Avenue, Floor 26

New York, NY 10022

ATTN: Michael Gillin

E-Mail: Michael.Gillin@monarchlp.com;

fundops@monarchlp.com

Tel: 1-212-554-1753

Fax: 1-(866)-741-3564



SCHEDULE 1

Transferred Claims

Purchased Claim

50.0000% of the originally filed Proof of Claim - \$35,398,089.00 of \$70,796,178.00 - with regard to the ISIN listed below, for each individual Purchaser set forth below, or
 50.0000% of the Allowed Claim Amount, or \$35,477,644.29 of \$70,955,288.57, with regard to the ISIN listed below, for each individual Purchaser set forth below, as set forth in
 the Notice of Proposed Allowed Claim Amount, dated August 24, 2011.

Lehman Programs Securities to which Transfer Relates

Individual Purchaser	Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal Amount (EUR/USD)/ Percentage of Total Principal Amount	Maturity	Accrued Interest Amount (as of Proof of Claim Filing Date) (EUR/USD)	Total POC Amount (USD)/ Percentage of Originally Filed POC for ISIN	Allowed Amount Purchased (USD)/ Percentage of Total Allowed ISIN under POC ¹
Monarch Opportunities Master Fund Ltd	Issue of EUR 50,000,000 Callable Fixed/Inverse Floating Rate Notes due February 2015 Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$25,000,000,000 Euro Medium-Term Note Program	XS0210715289	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR11,010,000.00 /\$15,580,251.00/ 22.020%	4 Feb. 2015	EUR6,407.60 / \$9,067.40	\$15,589,318.40/ 22.020%	\$15,624,354.55/ 22.020%
Oxford MF Limited	Issue of EUR 50,000,000 Callable Fixed/Inverse Floating Rate Notes due February 2015 Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$25,000,000,000 Euro Medium-Term Note Program	XS0210715289	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR1,427,000.00 /\$2,019,347.70/ 2.854%	4 Feb. 2015	EUR30.48 / \$1,175.21	\$2,020,522.92/ 2.854%	\$2,025,063.94/ 2.854%

¹ For the avoidance of doubt, the amounts in this column are equivalent to the portion of the Allowed Claim Amount (and corresponding percentages) being transferred to each Individual Purchaser.

	Medium-Term Note Program										
Monarch Cayman Fund Limited	Issue of EUR 50,000,000 Callable Fixed/Inverse Floating Rate Notes due February 2015 Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$25,000,000 Euro Medium-Term Note Program	XS0210715289	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR2,852,000.00/ \$4,050,016.20/ 5.724%	4.Feb. 2015 /	EUR1,665.64 \$2,357.03	\$4,052,373.23/ 5.724%	\$4,061,480.72/ 5.724%		
Monarch Capital Master Partners II-A LP	Issue of EUR 50,000,000 Callable Fixed/Inverse Floating Rate Notes due February 2015 Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$25,000,000 Euro Medium-Term Note Program	XS0210715289	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR3,093,000.00/ 4,369,043.0/ 6.186%	4.Feb. 2015 /	EUR1,800.06 \$2,547.27	\$4,379,451.57/ 6.186%	\$4,389,294.15/ 6.186%		
Monarch Capital Master Partners II LP	Issue of EUR 50,000,000 Callable Fixed/Inverse Floating Rate Notes due February 2015 Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$25,000,000 Euro Medium-Term Note Program	XS0210715289	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR952,000.00/ 1,361,326.20/ 1.924%	4.Feb. 2015 /	EUR559.86/ \$792.26	\$1,362,118.46/ 1.924%	\$1,365,179.75/ 1.924%		
P Monarch Recovery Ltd	Issue of EUR 50,000,000 Callable Fixed/Inverse Floating Rate Notes due February 2015 Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$25,000,000 Euro Medium-Term Note Program	XS0210715289	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR1,372,000.00/ 1,941,517.20/ 2.744%	4.Feb. 2015 /	EUR798.48/ \$1,129.92	\$1,942,647.12/ 2.744%	\$1,947,013.12/ 2.744%		

Monarch Research Alpha Master Fund Ltd	Issue of EUR 50,000,000 Callable Fixed/Inverse Floating Rate Notes due February 2015 Guaranteed by Lehman Brothers Holdings Inc. under the U.S. \$25,000,000,000 Euro Medium-Term Note Program	XSG210715289	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR4,274,000.00/ 6,048,137.40/ 8.548%	4.Feb. 2015	EUR2,487.38/ \$3,519.90	\$6,051,657.30/ 8.548%	\$6,065,258.07/ 8.548%
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Total Allowed Amount Purchased:
Percentage of Total Allowed Amount under
ISIN for POC:
\$35,477,644.29 / 50.000%

Exhibit B

Proof of Claim

<p>United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076</p>		<p>LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM</p>	
<p>In Re: Lehman Brothers Holdings Inc., et al., Debtors.</p>	<p>Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)</p>	<p>Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000050497</p>	
<p>Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009</p>			
<p>Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)</p> <p>Agricultural Bank of Greece S.A. 23 Panepistimiou Street Athens, 10564 Greece, Attn: Michalis Fefes, Legal Department</p>		<p><input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.</p> <p>Court Claim Number: _____ <i>(If known)</i></p> <p>Filed on: _____</p>	
<p>Telephone number: +30 (210) 36-97-336 Email Address: mfefes@ate.gr</p>		<p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</p>	
<p>Name and address where payment should be sent (if different from above)</p> <p>Telephone number: _____ Email Address: _____</p>			
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: <u>See attached</u> (Required)</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p> <p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>See attached</u> (Required)</p> <p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:</p> <p><u>See attached</u> (Required)</p> <p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:</p> <p><u>See attached</u> (Required)</p> <p>5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.</p>			
<p>Date: October 21, 2009</p>	<p>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p>Name: Vassilios Drougas Title: Deputy Governor</p>		
<p>FOR COURT USE ONLY</p> <p>FILED / RECEIVED</p> <p>OCT 28 2009</p>			<p>EPIQ BANKRUPTCY SOLUTIONS, LLC</p>

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

X

In re: Chapter 11

Lehman Brothers Holdings Inc., *et al.*, Case No. 08-13555 (JMP)

(Jointly Administered)

Debtors.

X

**ANNEX TO PROOF OF CLAIM OF
AGRICULTURAL BANK OF GREECE S.A.**

1. **Claimant.** Agricultural Bank Of Greece S.A. (the "Claimant") hereby files the accompanying proof of claim (the "Proof of Claim") against Lehman Brothers Holdings Inc. (the "Debtor"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "Petition Date"), as described more fully below.

2. **Transactions Between the Parties.** The Claimant is the holder of certain securities issued by Lehman Brothers Treasury Co. B.V (the "Obligor") and guaranteed by the Debtor (each a "Program Security" and, together, the "Program Securities") identified on the list of Lehman Program Securities, which is available on the Debtors' website, <http://www.lehman-docket.com> under the heading "Key Documents." The International Securities Identification Number ("ISIN") identifying each Program Security, along with the respective Euroclear Bank electronic instruction reference number or Clearstream Bank blocking reference number and the Clearstream Bank, Euroclear Bank or other depository participant account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 3 attached hereto. The Program Securities have the benefit of an express, unconditional and irrevocable guarantee of the Debtor,

to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

7. Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.

EXHIBIT 1

ISIN	Clearstream reference #	Clearstream account #	Nominal Amount
XS0210715289	CA71749	84198	€50,000,000
XS0162196140	CA71740	84198	€6,317,500

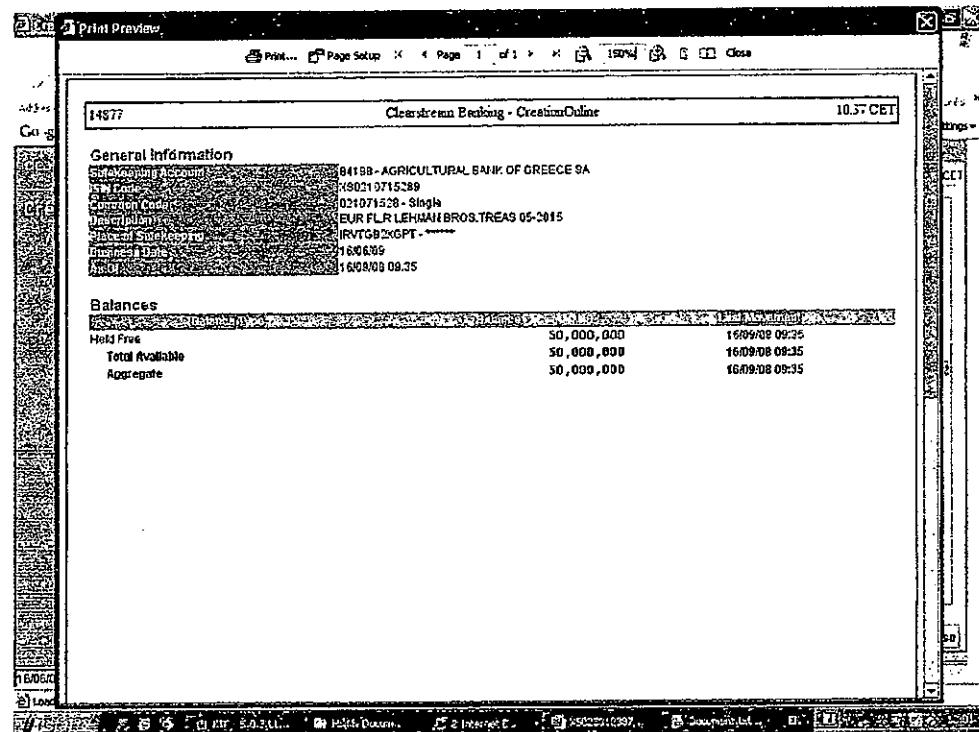
EXHIBIT 2

ISIN	Outstanding Nominal (Euro)	Interest (Euro)	Total (Euro)	Outstanding Nominal* (USD)	Interest (USD)*	Total (USD)*
XS0210715289	€50,000,000	€29,099	€50,029,099	\$70,755,000	\$41,178	\$70,796,178
XS0162196140	€6,317,500	€0	€6,317,500	\$8,939,894	\$0	\$8,939,894

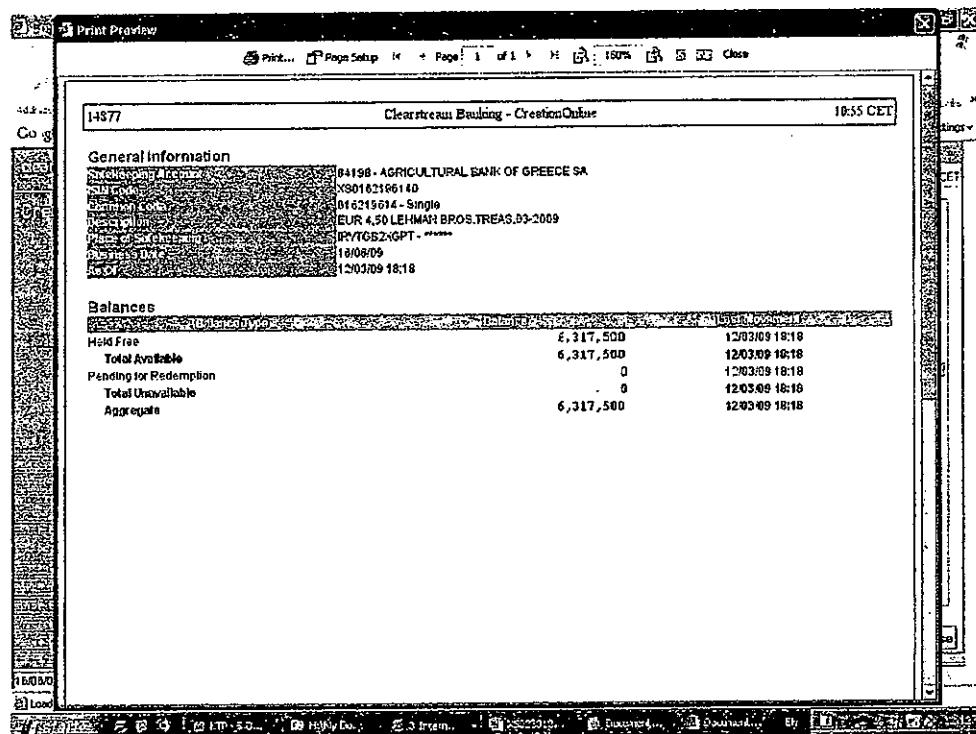
** Amounts due in Euros have been converted to US Dollars using the spot exchange rate published by the European Central Bank for September 15, 2008: €1 = \$1.4151.*

EXHIBIT 3

Guarantee



Guarantee



THE BANK OF GREECE
EUROSYSTEM

DIRECTORATE OF FINANCIAL ACTIVITIES
Department of Credit Facilities & Deposits

Protocol Number: 408
Athens, July 14th, 2009

To:
AGRICULTURAL BANK OF GREECE S.A.
DIRECTORATE OF CUSTODY AND SUPPORT
SUB-DIRECTORATE OF FUNDS ADMINISTRATION SUPPORT
4 PANEPISTIMIOU STREET, ATHENS 10671

We certify that the following bonds have been pledged to the Bank of Greece for the account of Agricultural Bank of Greece S.A. until September 15th, 2008.

ISIN	Issuer	Maturity	Nominal
XS0247679573	Lehman Bros Holding Inc.	March 17 th , 2011	EUR 6.000.000
XS0210715289	Lehman Bros Tsy Co BV	February 4 th , 2015	EUR 50.000.000

On September 15th, 2008 the value of the above bonds, used as collateral in favor of the Bank of Greece for purposes of Currency Policy and intraday credit, was appraised at zero, given that they have been written off the list of acceptable bonds (EADB) of the European Central Bank.

On September 16th, 2009 the release messages were sent and the bonds were returned to Agricultural Bank of Greece.

[signature]
Alexandros Padouvas
Head of the Department

Πιστή και αριθμητικά μεταφράσαν στην
Αγγλική γλώσσα του δυνητικού εγγράφου
στην Ελληνική γλώσσα.
Athens, 15.07.2009
Η μεταφράσουσα δικύρωσε
Αλέξανδρος Παδούβας

ΕΦΑΓΕΔ Φ. ΝΑΣΤΟΥ
ΑΙΓΑΙΟΠΟΤΟΣ - CEBANK
ΚΡΙΖΟΤΟΥ 2 - ΑΘΗΝΑ 106 71
ΤΗΛ.: 210 3697 452

True translation in the English
language of the attached docume
drafted in the Greek language.
Athens, July 15th, 2009

The certifying attorney

Evdokia Nastou

Evdokia Nastou
ΕΦΑΓΕΔ Φ. ΝΑΣΤΟΥ
ΑΙΓΑΙΟΠΟΤΟΣ - CEBANK
ΚΡΙΖΟΤΟΥ 2 - ΑΘΗΝΑ 106 71
ΤΗΛ.: 210 3697 452



ΤΡΑΠΕΖΑ ΤΗΣ ΕΛΛΑΔΟΣ
ΕΥΡΩΣΥΣΤΗΜΑ

ΔΙΕΥΘΥΝΣΗ ΧΡΗΜΑΤΟΟΙΚΟΝΟΜΙΚΩΝ ΔΡΑΣΤΗΡΙΟΤΗΤΩΝ
Τμήμα Πιστωτικών Διευκολύνσεων & Καταθέσεων

Α.Π. 408
Αθήνα, 14.7.2009

Προς την
ΑΓΡΟΤΙΚΗ ΤΡΑΠΕΖΑ ΤΗΣ ΕΛΛΑΔΟΣ Α.Ε.
ΔΙΕΥΘΥΝΣΗ ΘΕΜΑΤΟΦΥΛΑΚΗΣ ΚΑΙ ΥΠΟΣΤΗΡΙΞΗΣ
ΥΠΟΔ/ΝΗ ΥΠΟΣΤΗΡΙΞΗΣ ΔΙΑΧΕΙΡΙΣΗΣ ΔΙΑΘΕΣΙΜΩΝ
ΠΑΝΕΠΙΣΤΗΜΙΟΥ 4 ΑΘΗΝΑ 10671

Βεβαιώνουμε ότι τα κάτωθι ομόλογα ήταν ενεχυριασμένα στην Τράπεζα της Ελλάδος για λογαριασμό της Αγροτικής Τράπεζας της Ελλάδος Α.Ε. έως την 15.9.2008.

ISIN	Issuer	Maturity	Nominal
XS0247679573	Lehman Bros Holding Inc	17/3/2011	EUR 6.000.000
XS0210715289	Lehman Bros Tsy Co BV	4/2/2015	EUR 50.000.000

Την 15.9.2008 μηδενίστηκε η αξία των παραπάνω τίτλων στη βάση ενεχύρων υπέρ Τ.Ε. για σκοπούς Νομισματικής Πολιτικής και ενδοημερήσιας πίστωσης, δεδομένου ότι ετέθησαν εκτός της λίστας των αποδεκτών τίτλων (EADB) της Ε.Κ.Τ. Την 16.9.2009 έγιναν τα μηνύματα αποδέσμευσης και οι τίτλοι απεδόθησαν στην ΑΤΕ.


Αλέξανδρος Παδουνβάς
Τμηματάρχης

EXHIBIT 4

**UNANIMOUS WRITTEN CONSENT OF THE
EXECUTIVE COMMITTEE OF THE
BOARD OF DIRECTORS OF
LEHMAN BROTHERS HOLDINGS INC.**

The undersigned, being both members of the Executive Committee of the Board of Directors of Lehman Brothers Holdings Inc., a Delaware corporation (the "Corporation"), do hereby adopt the following resolutions by unanimous written consent in lieu of a meeting in accordance with Section 141(f) of the General Corporation Law of the State of Delaware:

WHEREAS, the Corporation has previously authorized by specific resolution, which authority has not been revoked (the "Outstanding Guarantee Resolutions"), the guarantee of all or specified obligations and liabilities of certain direct and indirect subsidiaries of the Corporation, each of which is a "Guaranteed Subsidiary" as such term is used in the Corporation's Code of Authorities as currently in effect (the "Code"),

WHEREAS, certain of the Guaranteed Subsidiaries presently enjoy full guarantees while others have only partial guarantees, and the Corporation now wishes to expand such partial guarantees to full guarantees,

WHEREAS, due to the passage of time the names of certain of the Guaranteed Subsidiaries have changed, rendering the Outstanding Guarantee Resolutions out of date to that extent,

WHEREAS, the Corporation wishes to clarify that its guarantee of any Guaranteed Subsidiary with respect to any given transaction is not contingent upon the issuance of a signed guarantee pertaining to such transaction,

WHEREAS, Management wishes to establish additional Guaranteed Subsidiaries,

WHEREAS, Management wishes to specify that to the extent lawful and allowable, guarantees issued by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, so as to secure certain tax and accounting benefits, and

WHEREAS, Management believes that it would facilitate the conduct of the business of the Corporation to supersede and replace the various Outstanding Guarantee Resolutions in their entirety with this single document,

NOW THEREFORE BE IT,

06-09-05 11:31 JDM INVESTMENTS
DE 05 2005 25.11 2005 - 31203320294
25/06/2005 16:41 2005 + 316457529653

ID=2623380294 P. 82
NO.290 084
NO.524 022

RESOLVED, that the Corporation hereby fully guarantees the payment of all liabilities, obligations and commitments of the subsidiaries set forth on Schedule A hereto, each of which shall be a Guaranteed Subsidiary for purposes of the Code;

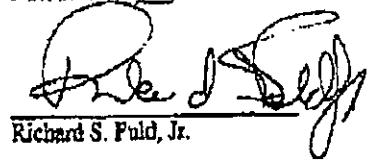
RESOLVED, that the Outstanding Guarantee Resolutions are hereby superseded and replaced in their entirety with this single document, provided that any guarantees provided pursuant to the Outstanding Guarantee Resolutions and outstanding on the date hereof, whether in the form of a separately executed individual guarantee or otherwise, shall remain issued, outstanding and valid for all purposes;

RESOLVED, that guarantees provided by the Corporation concerning certain of the Guaranteed Subsidiaries should originate with the branch of the Corporation located in London, England, to the extent lawful and allowable, as specified on Schedule A hereto;

RESOLVED, that each of the persons listed in the Code (as it may be amended from time to time) as being authorized to approve individual guarantees issued by the Corporation with respect to Guaranteed Subsidiaries, or any proper delegate thereof (collectively, "Authorized Persons"), are hereby authorized, in the name and on behalf of the Corporation, to execute such guarantees in such form as is approved by an attorney of the Corporation and such Authorized Person, subject to any limitations specified herein, his or her execution of each such guarantee to be conclusive evidence of approval thereof; and to do such other acts and things as may be advisable or necessary in order to effect the purposes and intent of these resolutions; and

FURTHER RESOLVED, that any and all actions contemplated by the foregoing resolutions and taken by such Authorized Persons prior to the date hereof are hereby ratified, confirmed and approved in all respects.

Dated: June 9, 2005


Richard S. Fuld, Jr.


John D. Macomber

Schedule A
to LBHI Unanimous Written Consent
dated June 9, 2005

	Name of Subsidiary	Issue Corporation guarantee from branch located in London, England, to the extent lawful and allowable?
1.	Lehman Brothers Asia Holdings Limited	No
2.	Lehman Brothers Bankhaus A.G.	Yes (London branch of such subsidiary only)
3.	Lehman Brothers Commercial Bank	No
4.	Lehman Brothers Commercial Corporation	No
5.	Lehman Brothers Commercial Corporation Asia Limited	No
6.	Lehman Brothers Equity Finance (Cayman) Limited	No
7.	Lehman Brothers Finance S.A.	No
8.	Lehman Brothers Holdings Plc	Yes
9.	Lehman Brothers International (Europe)	Yes
10.	Lehman Brothers Japan Inc.	No
11.	Lehman Brothers (Luxembourg) Equity Finance S.A.	No
12.	Lehman Brothers (Luxembourg) S.A.	No
13.	Lehman Brothers OTC Derivatives Inc.	No
14.	Lehman Brothers Securities Asia Limited	No
15.	Lehman Brothers Securities N.V.	No
16.	Lehman Brothers Special Financing Inc.	No
17.	Lehman Brothers Treasury Co. B.V.	No
18.	Lehman Re Limited	No

RECEIVED BY: John Doe DATE: 3/1/12